

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

ADAMA SOW, DAVID JAKLEVIC, ALEXANDRA DE MUCHA PINO, OSCAR RIOS, BARBARA ROSS, MATTHEW BREDDER, SABRINA ZURKUHNEN, MARIA SALAZAR, DARA PLUCHINO, and SAVITRI DURKEE v. THE CITY OF NEW YORK, ET AL., No. 21-cv-00533 (CM)(GWG)

NOTICE OF PROPOSED SETTLEMENT AND SETTLEMENT HEARING IN CLASS ACTION

TO: ALL PERSONS WHO WERE ARRESTED, AND/OR SUBJECT TO FORCE BY NYPD OFFICERS DURING THE “GEORGE FLOYD PROTESTS” AT THE FOLLOWING PROTEST DATES AND PROTEST LOCATIONS AND ALLEGE ANY OF THE RELEASED CLAIMS DESCRIBED BELOW: MAY 28, 2020 LAFAYETTE TO CITY HALL; MAY 28, 2020 UNION SQUARE; MAY 29, 2020 BARCLAYS CENTER AREA; MAY 30, 2020 EAST FLAT BUSH/THE BARCLAYS CENTER AREA; MAY 30, 2020 HARLEM/ WEST SIDE HIGHWAY; MAY 30, 2020 UNION SQUARE TO FDR DRIVE; MAY 30, 2020 CITY HALL TO OVER THE BROOKLYN BRIDGE; MAY 31, 2020 UNION SQUARE; JUNE 1, 2020 BARCLAYS CENTER AREA; JUNE 1, 2020 MIDTOWN MANHATTAN; JUNE 2, 2020 FOLEY SQUARE TO CENTRAL PARK; JUNE 2, 2020 UNION SQUARE AND ASTOR PLACE; JUNE 2, 2020 NEAR AND ON WEST SIDE HIGHWAY; JUNE 2, 2020 CHELSEA; JUNE 3, 2020 CADMAN PLAZA; JUNE 3, 2020 UPPER EAST SIDE; JUNE 4, 2020 MCCARREN PARK; AND JUNE 4, 2020 CLINTON HILL (“SETTLEMENT DATES AND LOCATIONS”).¹

PLEASE READ THIS ENTIRE NOTICE CAREFULLY
YOUR RIGHTS WILL BE AFFECTED BY THESE LEGAL
PROCEEDINGS AND
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT

TO PARTICIPATE IN THIS SETTLEMENT, A CLAIM FORM MUST BE FILED BY [BAR DATE]. YOU CAN FILE A CLAIM FORM BY MAIL OR AT WWW.[WEBSITE].COM (as explained below)

Summary of this Notice

This Notice is being sent to you by order of the United States District Court for the Southern District of New York (“the Court”). It describes a proposed settlement (“the Settlement”) of a class action against the City of New York (“the City”) and your right to receive money

¹ For the exact parameters bordering each of these location, visit [www.\[WEBSITE\].com](http://www.[WEBSITE].com)

from this Settlement.

The case is known as *Sow, et al. v. City of New York, et al.* (the “Civil Action” or “lawsuit” or “case”). The Court in charge of the case is the United States District Court for the Southern District of New York, and the judge overseeing the case is the Honorable Colleen McMahon, United States District Judge.

This Notice is being sent to all persons known to the Parties who were arrested, and/or subjected to force by NYPD officers during the “George Floyd protests” at the Settlement Dates and Locations described above (the “Proposed Settlement Class Member(s)” or “Settlement Class Member(s)”).

The Settlement includes cash payments to each class member who submits a timely valid claim form of up to \$9,950.00 (Nine Thousand, Nine Hundred and Fifty Dollars) (subject to certain limitations) from a class fund of \$13,731,000.00 (Thirteen Million, Seven Hundred and Thirty-One Thousand Dollars) (the “Class Fund”); service awards to the Class Representatives; and payment of reasonable legal fees and costs to Plaintiffs’ attorneys.

The Court has preliminarily approved the Settlement and wishes to inform you of the general terms of the Settlement and what actions you need to take to participate in the benefits provided by the Settlement.

The Court will hold a hearing to consider whether the Settlement is fair, reasonable, and adequate, and to decide whether to give final approval to this Settlement. The hearing will be held on _____ at _____, at the United States District Court, 500 Pearl Street, Courtroom ____, New York, New York 10007. If the Court approves the Settlement, the Court’s judgment will be final and binding, and payments will be made after the completion of all claims processing.

You may attend this hearing if you wish, but you are not required to appear at the hearing. If you are a Settlement Class Member, you will be represented by Class Counsel at no cost to you.

If you want to be represented by your own lawyer (other than Class Counsel), you may hire one at your own expense.

If you wish to accept the Proposed Settlement, opt out from the Settlement, or object to it, this Notice will describe the procedures to do so.

INFORMATION PROVIDED IN THIS NOTICE

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I. PURPOSE OF THIS NOTICE

This Notice explains the Civil Action, the Settlement, the certification by the Court of the Settlement Class, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The interests of the Settlement Class have been represented in the Civil Action by Beldock Levine & Hoffman, LLP, Cohen & Green, PLLC, Gideon Orion Oliver, Wylie Stecklow PLLC, and Masai Lord (collectively “Class Counsel”). Class Counsel represents the interests of all Proposed Settlement Class Members.

II. LITIGATION BACKGROUND

The *Sow* case was filed on January 21, 2021, on behalf of themselves and a class of individuals who were arrested at certain protests by members of the New York City Police Department following the killing of George Floyd. On March 26, 2021, Defendants filed a motion to dismiss and on July 9, 2021, the Court denied in part, and granted in part, that motion. The parties then conducted discovery, which included exchanging documents, taking depositions, and additional motion practice.

In order to secure certain, prompt and extensive relief for the Proposed Settlement Class and to avoid the risk of future litigation, trial and appeals, the Parties engaged in settlement negotiations. In April 2023, the Parties reached an agreement providing for the settlement of the class action. In July 2023, the parties executed a Stipulation of Settlement and Order (the “Agreement” or “Settlement Agreement”). The Parties agree that the Agreement is fair, reasonable and adequate and that it serves the best interest of the Proposed Settlement Class

III. CLASS DEFINITION

based on all the facts and circumstances.²

You are a member of the Settlement Class if you fit within this definition:

All persons who were arrested, and/or subjected to force by NYPD officers during the “George Floyd protests” at the following protest dates and protest locations and allege any of the Released Claims described below: May 28, 2020 Lafayette to City Hall; May 28, 2020 Union Square; May 29, 2020 Barclays Center area; May 30, 2020 East Flatbush/the Barclays Center area; May 30, 2020 Harlem/ West Side Highway; May 30, 2020 Union Square to FDR Drive; May 30, 2020 City Hall to over the Brooklyn Bridge; May 31, 2020 Union Square; June 1, 2020 Barclays Center area; June 1, 2020 Midtown Manhattan; June 2, 2020 Foley Square to Central Park; June 2, 2020 Union Square and Astor Place; June 2, 2020 Near and on West Side Highway; June 2, 2020 Chelsea; June 3, 2020 Cadman Plaza; June 3, 2020 Upper East Side; June 4, 2020 McCarren Park; and June 4, 2020 Clinton Hill (“Settlement Dates and Locations”).³

You are excluded from the Settlement Class, if, between your dates of these incidents and [Preliminary Approval Date], you settled claims with the New York City Comptroller’s Office arising out of the events at one or more of the Settlement Dates and Locations. You are also excluded if you brought lawsuits against the City of New York and/or individual members of New York City Police Department (“NYPD”) arising out of the events at one or more of the Settlement Dates and Locations, and your claims were settled, dismissed or otherwise disposed. You are also excluded if you were charged with trespassing (New York State Penal Law (“NYS P.L.”) § 140, destruction of public property (NYS P.L. § 145), assaulting an officer (NYS P.L. § 120.08), criminal possession of a weapon (NYS P.L. § 265), arson (NYS P.L. § 150), or burglary (NYS P.L. § 140) where you were arrested at the location of the alleged burglary. You are also excluded, if there is video or other objective evidence of you clearly demonstrating that you, through physical conduct, intentionally obstructed, impaired, or prevented a Member of Service’s ability to lawfully arrest, or attempt to lawfully arrest, another individual.

You have received this Notice because the New York City Police Department (“NYPD”) records reflect that you were arrested at one or more of the Settlement Dates and Locations during the “George Floyd protest” at the above-described locations, and therefore, you may be a Settlement Class Member.

IV. THE SETTLEMENT TERMS

Under the terms of the Settlement, the City has agreed to pay to each class member who submits a timely valid claim form of up to \$9,950.00 (Nine Thousand, Nine Hundred and Fifty Dollars) (subject to certain limitations) from a class fund for a total amount of up to \$13,731,000.00 (Thirteen Million, Seven Hundred and Thirty-One Thousand Dollars); service awards to the

² As part of the settlement stipulation, claims and allegations concerning any other dates and locations described in the *Sow* Complaint and Amended Complaint that was not identified in the 18 locations listed herein, will be withdrawn and dismissed with prejudice.

³ For the exact parameters bordering each of the locations, visit [www.\[WEBSITE\].com](http://www.[WEBSITE].com)

Class Representatives; and reasonable legal fees and costs to Plaintiffs' attorneys.

All parties agree that the Settlement—under all the facts and circumstances—constitutes fair, adequate, and reasonable consideration for the settlement of all claims that were raised or could have been raised by the Class Representatives or any member of the Proposed Settlement Class in the Civil Action, whether individually or as a class.

PAYMENT UNDER THIS SETTLEMENT IS NOT AUTOMATIC. TO BE ELIGIBLE FOR A SETTLEMENT PAYMENT, YOU MUST SUBMIT A CLAIM FORM.

EACH SETTLEMENT CLASS MEMBER WHO SEEKS TO RECEIVE A SETTLEMENT PAYMENT MUST COMPLETE AND SIGN A CLAIM FORM, WHICH IS INCLUDED WITH THIS NOTICE. THE CLAIM FORM MUST BE SUBMITTED BY [BAR DATE].

YOU CAN FILE A CLAIM ONLINE AT WWW.[WEBSITE].COM OR BY MAIL TO:

Rust Consulting, Inc., 920 2nd Ave. S., Suite 400, Minneapolis, MN 55402

A. How Will My Settlement Award Be Calculated?

Settlement Class Members will each be eligible to receive a payment of approximately \$9,950.00 (Nine Thousand, Nine Hundred and Fifty Dollars) in settlement of their claims if they were arrested, and/or subjected to force by NYPD officers during the “George Floyd protests” at the Settlement Dates and Locations. If the total amount of claims payments made will exceed the Class Fund of \$13,731,000.00 (Thirteen Million, Seven Hundred and Thirty-One Thousand Dollars), the Class Fund will be divided *pro rata* among the eligible claimants, and you may receive less than \$9,950.00 (Nine Thousand, Nine Hundred and Fifty Dollars). **Any amount(s) owed for Child Support, Medicaid liens, and other liens by the City of New York will be deducted from your settlement payment.**

B. Will the Individuals Who Litigated This Case Receive Payment?

Class Representatives will each receive service award payments of \$9,950.00 (Nine Thousand, Nine Hundred and Fifty Dollars) to compensate them for the time and effort they devoted to representing the Class in this case, with the exception of Barbara Ross who will receive a service award of \$20,050.00 (Twenty Thousand and Fifty Dollars) in light of her unique facts and circumstances.

C. Who Will Pay the Attorneys' Fees and Costs and How Will They Be Calculated?

As described below, the City will pay the reasonable legal fees and costs incurred by Plaintiffs' attorneys in this litigation. The final amount will be determined by the Court after negotiations between the City and Plaintiffs' attorneys.

V. RELEASE OF CLAIMS

If the Court grants final approval of the Settlement, then all Class Representatives and Class Members, on behalf of themselves, their heirs, executors, administrators, predecessors, successors and assigns shall hereby release, remise and forever discharge any and all of the

defendants as well as their past or present affiliates, subsidiaries, parents, successors and predecessors, officers, directors, agents, employees, attorneys, advisors, insurers and any person, firm, trust, corporation, officer, director or other individual or entity in which any defendant has a controlling interest or which is related to or affiliated with any Defendant, and the legal representatives, heirs, successors in interest or assigns of the Defendants, from each and every Released Claim, and shall fully, finally, and forever be barred and enjoined from initiating, continuing, filing or otherwise prosecuting any Released Claim against any of the Released Parties. When claims are “released” it means that a person granting the release cannot sue the City for the same claims that are covered by the lawsuit as set forth below and in the Settlement Agreement.

What this means for you is that you will not be able to bring any other lawsuit for anything related to your arrest and/or forced used at the Settlement Dates and Locations described above, unless you opt out of the settlement as described below. More specifically, you will be releasing any and all claims for physical injury, emotional distress, loss of liberty, or excessive detention, and/or any other damages including, but not limited to, damages arising from claims of unlawful seizure/false arrest, excessive force, malicious prosecution, delayed or excessive detention, violation of the First Amendment, First Amendment retaliation, violation of due process, violation of equal protection and selective enforcement, municipal liability, illegal search under New York State Law, 42 U.S.C. § 1983, and any other applicable federal, state (including state law false arrest and false imprisonment, assault and battery, conversion, excessive detention, denial of medical attention, intentional or negligent infliction of emotional distress, negligent hiring, screening, retention, training, supervision, and discipline, and excessive detention), or local statutes, common law, or regulation that were or could have been asserted in the *Sow* Complaint and Amended Complaint by the Plaintiffs, Class Representatives and/or any Class Member against the Released Parties based upon or arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in this Civil Action. This is true whether or not you are aware of those claims now. This Release does not include or cover any actions or omissions occurring after [Preliminary Approval Date].

If you are a plaintiff in another, separate, lawsuit concerning your arrest and/or force used at the Settlement Dates and Locations, and you have not resolved that lawsuit by [Preliminary Approval Date] (through settlement, verdict, dismissal, or some other means), you may choose to accept the Settlement in this case by filing a Claim Form, which will release your claims in your separate case, or you may continue to pursue your claims separately in your own lawsuit and doing nothing. If you decide to pursue your claims in a separate lawsuit filed after [Preliminary Approval Date], you will need to opt out of this settlement as described below.⁴ You should consult your attorney in your separate lawsuit.

This Release does not affect your rights, if any, to pursue other lawsuits, whether currently pending or which may be filed in the future, concerning incidents other than your arrest and/or force used at a Settlement Date and Location. It also does not affect your rights to any claims that might arise after [Preliminary Approval Date].

The terms of the Release are set forth in Paragraphs 78-80 of the Settlement Agreement. You may obtain a copy of the Settlement Agreement at [www.\[WEBSITE\].com](http://www.[WEBSITE].com), by contacting Class Counsel as listed below, or you can view a copy of the Settlement Agreement at the

⁴ As part of the settlement stipulation, any other dates and locations described in the *Sow* Complaint and Amended Complaint that was not identified in the 18 locations listed herein, will be withdrawn and dismissed with prejudice.

Office of the Clerk of the United States District Court, Southern District of New York, 500 Pearl Street, New York, New York 10007.

VI. THE SETTLEMENT PROCESS, FAIRNESS HEARING, AND YOUR RIGHTS

In order to decide whether to approve the proposed Settlement, the Court will consider related papers and comments submitted by the Parties or others. The Court will also hold a hearing in open court. **This Fairness Hearing will be held at the Southern District of New York, 500 Pearl Street, Courtroom _____, New York, New York 10007 on _____ at _____.**

You do not need to appear at the hearing. However, you may attend and you may also enter an appearance in the case through your own attorney at your own cost, if you so desire. This appearance must be filed with the Clerk's Office and served on Rust Consulting, Inc. (the Claims Administrator) and Class Counsel no later than _____ days after this Notice is postmarked.

If you submit a Claim Form, the Claims Administrator shall be entitled to deny the claim if it is determined that you were not arrested, and/or subjected to force by NYPD officers during the "George Floyd protests" at the Settlement Dates and Locations, or you are otherwise ineligible for the reasons stated in Section III. Your claim will not be valid if the Claim Form is not signed by you. In assessing the validity of your claim, Class Counsel or the Claims Administrator may ask you to provide documentation of your identity and/or substantive, objective evidence clearly demonstrating that you are eligible to be a class member.

You also may decide to "opt out" or ask to be excluded from the Settlement. If you exclude yourself from the Settlement, you will not be legally bound by the Court's judgments in this Civil Action but you also will not receive any money from this Class Action lawsuit—even if the proposed Settlement is approved.

To ask to be excluded or "opt out" of this settlement, you must submit a written request that includes the following information:

(1) your name, address, and telephone number, and it must be personally signed by you; and

(2) the following language: "I understand that I am requesting to be excluded from the Settlement and that I will receive no money under the Settlement Agreement entered into by the parties. I understand that if I am excluded from the Settlement, I may pursue a separate legal action seeking damages, but may receive nothing or less than what I would have received if I had filed a claim under the Settlement in this case."

Your request for exclusion must be submitted by _____. It can be submitted online at [www.\[WEBSITE\].com](http://www.[WEBSITE].com) or mailed and postmarked by the same date to the Claims Administrator at:

Rust Consulting, Inc. 920 2nd Ave. S., Suite 400, Minneapolis, MN 55402

If you do not provide written notice of your intention to opt out of the class, and also do not return a Claim Form, you will not receive payment pursuant to the Settlement Agreement, and you will not be able to start a lawsuit after [Preliminary Approval Date] involving your arrest, or force used against you by NYPD officers during the "George Floyd protests" at the Settlement Dates and Locations.

You may also submit any objections to this proposed settlement in writing. For any such

written objections to be considered, you must follow the steps detailed below:

(1) You must file your written objection with the Clerk of the Court, United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007. Please do not send any comments directly to or attempt to contact Judge McMahon in person.

(2) **Your objection must be postmarked by [Bar Date].**

(3) Copies of all such papers must be mailed and postmarked by the same date to the Claims Administrator at:

Rust Consulting, Inc., 920 2nd Ave. S., Suite 400, Minneapolis, MN 55402

Any objection must detail the specific reason for the objection.

VII. THE LAWYERS REPRESENTING THE CLASS

As a Settlement Class Member, you are represented in this litigation by the following Plaintiffs' attorneys ("Class Counsel"):

BELDOCK LEVINE & HOFFMAN LLP, 99 Park Avenue, PH/26th Floor, New York, NY 10016, t: 212-490-0400; info@blhny.com

COHEN & GREEN P.L.L.C., 1639 Centre Street, Suite 216, Ridgewood (Queens), NY 11385; t: (929) 888-9480; elena@femlaw.com

WYLIE STECKLOW PLLC, Carnegie Hall Tower, 152 W. 57th Street, 8th Floor, New York NY10019; (t) 212 566 8000 x3; Wylie@WylieLAW.com

GIDEON ORION OLIVER, 277 Broadway, Suite 1501, New York, NY 10007; t: 718-783-3682; Gideon@GideonLaw.com

Masai I. Lord, 14 Wall St., Ste 1603, New York, NY 10005, t: 718-701-1002, e: lord@nycivilrights.nyc

Unless you elect to exclude yourself from the Settlement, you will continue to be represented by Class Counsel in connection with administration of the Settlement throughout the remainder of the Settlement at no cost to you.

Class Counsel intend to seek approximately \$8,284,543.17 for reasonable attorneys' fees and costs incurred through June 15, 2023, plus all additional reasonable fees and costs incurred from that date through the completion of this settlement.

If you are a Settlement Class Member and receive a settlement payment, you will not owe any fees or expenses to the lawyers who have represented you as a part of the Settlement Class. Whatever the Court awards to Class Counsel in fees and expenses will be paid by the City of New York only if and after the Settlement has been finally approved by the Court.

As is routine in class actions, Class Counsel will file a motion seeking court approval for an award of attorneys' fees and expenses already incurred, as well as fees and costs for work

associated with the finalization of the Settlement Agreement and overseeing the administration process. Class Counsel has litigated this case which involved extensive discovery including, production of hundreds of thousands of documents, hundreds of hours of audio/visual materials, depositions and motion practice. Class Counsel has litigated this case on behalf of the Settlement Class without receiving any compensation for their services or reimbursement of their out-of-pocket litigation expenses and has undertaken significant risks in pursuing this matter.

VIII. CLAIMS ADMINISTRATOR

The Claims Administrator for this Settlement is Rust Consulting, Inc. For answers to most common questions about this Notice and the Settlement, to obtain copies of the Claim Form, and to file a Claim Form or Opt Out statement, visit [www.\[WEBSITE\].com](http://www.[WEBSITE].com). You can also contact Rust Consulting at _____ or by writing to:

Rust Consulting, Inc., 920 2nd Ave. S., Suite 400, Minneapolis, MN 55402

Rust Consulting is not a law office and cannot provide legal advice. The role of the Claims Administrator is to provide the claim forms, provide information about the Settlement, process Claims Forms, and process settlement payments.

IX. GETTING MORE INFORMATION

If you have further questions or are still not sure whether you are included, you can get free help by contacting the Claims Administrator or Class Counsel listed above. To determine whether you should be included, Class Counsel or the Claims Administrator may ask you to provide documentation of your identity and/or substantive, objective evidence clearly demonstrating that you are eligible to be a class member.

This Notice contains only an overview of the Settlement and related matters. For a more detailed statement of the proposed Settlement of this Class Action, you may examine the pleadings, the Settlement Agreement, and all other papers and documents filed with the Court in this Class Action, which may be inspected during normal business hours at the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007.

SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS NOTICE, THIS CLASS ACTION, THE PROPOSED SETTLEMENT, OR THE FAIRNESS HEARING, YOU SHOULD DIRECT THEM TO CLASS COUNSEL SET FORTH ABOVE, OR THE CLAIMS ADMINISTRATOR. PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE OR THE DEFENDANTS.

Dated: __, 2023 BY ORDER